

Surface Use and Damage Agreement

This surface use and damage agreement (“**Agreement**”) is made effective this ____ day of April 2023, by and between **James R. Hadachek Living Trust dated December 29, 2010 and any amendments thereto, James R. Hadachek and Marla K. Hadachek, Trustees or their successors in trust, and Marla K. Hadachek Living Trust dated December 29, 2010 and any amendments thereto, James R. Hadachek and Marla K. Hadachek, Trustees or their successors in trust (“OWNER”),** having an address of 22151 County Road 52, Arapahoe, CO 80802 and **WAVETECH HELIUM, INC. (“WHI”),** having an address of 1801 Broadway, Suite 600, Denver, Colorado 80202. OWNER and WHI may sometimes be referred to individually as a “**party**” or collectively as the “**parties**” in this Agreement.

RECITALS:

1. OWNER owns certain surface estate acreage in the following described lands in Cheyenne County, Colorado (the "**Subject Lands**"), to-wit:

Township 13 South, Range 43 West, 6th P.M.
Section 23: NW1/4
2. The oil and gas rights, including the right to explore for and develop oil and gas mineral interests underlying the Subject Lands are owned or controlled by WHI.
3. WHI will be entering upon the surface of the Subject Lands to explore for, develop, operate and may produce oil and gas therefrom, including more specifically helium. The parties desire to enter into this Agreement in an effort to accommodate each other's use of the Subject Lands and to compensate OWNER for the use of roadways and portions of the surface of the Subject Lands in connection with the exploration and development of the oil and gas interests.

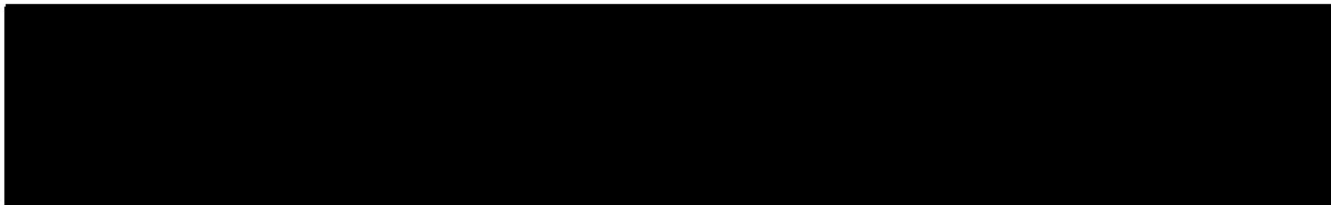
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I

OWNER hereby grants to WHI, its agents, employees, contractors and assigns (“**Affiliates**”), access and surface rights over and across the Subject Lands for the purposes of, including but not limited to, surveying roads and well locations; building, maintaining and utilizing access roads; and drilling, completing and producing or abandoning wells, and related production, gathering and transportation facilities associated therewith.

II

As consideration for the access granted herein, and for any surface damages or damages to crops caused by the activities of WHI and its Affiliates on the Subject Lands, WHI shall pay the following to OWNER:



C.



- D. Fences to be constructed to help keep the cattle/livestock away from the well(s) and well equipment.
- E. Pipelines to be buried 48 inches deep.
- F. No pits of any kind will be constructed by operator, closed loop drilling system to be used.
- G. If a well(s) is not capable of producing all roads and drill sites will be restored near as practicable to their original condition by the operator.
- H. Low profile pumps to be used on location.
- I. Final damages to be paid after all work is completed.
- J. A well cannot be shut-in for more than three (3) years.

III

WHI and OWNER indemnify and hold each other harmless from and against all causes of action resulting from their independent operations on the Subject Lands. However, in the event OWNER and/or its agents', contractors', lessee's, and/or employees' acts or conduct causes damage to the oil/gas operations, equipment and/or production facilities or causes an interruption to the operations of the oil/gas exploration or production, OWNER shall pay for, reimburse, indemnify and hold WHI harmless from any and all claims or damages, including those resulting from intentional or willful acts or activities.

IV

This Agreement and the easements, rights and uses granted herein shall terminate upon the latter of (i) the cessation of operations for the production of oil, gas and other hydrocarbons substances from the Subject Lands or (ii) upon the expiration or termination of the rights of WHI or any successor to any of the mineral interests underlying the Subject Lands. Upon termination of the Agreement, WHI shall have one hundred and eighty (180) days within which to remove all equipment, materials and improvements on the Subject Lands. In accordance with state regulations, WHI shall reclaim each oil and/or gas well site, as nearly as reasonably practical, to its original condition and shall re-seed each such site.

V

Upon the final termination of drilling activities and production and exploration of WHI's leasehold on the above property, WHI shall return all roads and other rights-of-way or sites as near as practicable to their original condition, and reseed them, unless otherwise agreed. Autogates shall be removed and fences restored as near as practicable to their original condition, unless otherwise provided or agreed by the parties.

VI

This Agreement may not be amended except by writing signed by both parties. The electronic signature of a party delivered by facsimile or email shall be valid and binding. Any formal notice, payment, statement, or other communication provided for in this Agreement must be in writing and be (1) delivered by facsimile or email with acknowledgement of receipt by the other party; or (2) mailed by United States first class, certified, or registered mail, postage prepaid; (3) sent by express delivery service; or (4) delivered in hand, to the party's address as set forth in the introductory paragraph of this

Agreement, or such other address as either party hereto may designate from time to time by giving ten days prior written notice to the other party.

VII

The parties shall execute any and all other documents which may be necessary in order to effect the terms and purposes of this Agreement.

VIII

The parties warrant that the terms of this Agreement and all negotiations leading up to this Agreement will be kept confidential. The parties will not disclose any of the terms or negotiations to anyone other than the parties, and their respective attorneys, accountants, or advisors, unless a party hereto makes the disclosure having been compelled to do so pursuant to the order of a court or competent jurisdiction as necessary to enforce the terms hereof or is required by law or taxing authorities. The parties further agree that this Agreement shall not be recorded. If it becomes necessary to give notice of this Agreement in the public record, then a short form of this Agreement will be prepared and executed by the parties describing only its existence between the parties, and it may then be recorded.

IX

In the event of any dispute between the parties arising in connection with this Agreement, the parties agree to attempt to resolve any such dispute by good faith negotiations prior to initiating any mediation or judicial action. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to any conflict of laws provision. Venue for any legal action arising out of or concerning this Agreement shall be the District Court for the City and County of Denver or the United States District Court in Denver, Colorado, as applicable.

X

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, the offending provision shall be interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

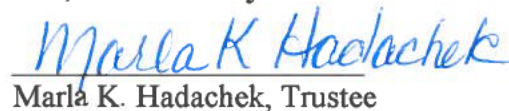
XI

All rights and obligations under this Agreement shall run with the lease and the lands and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of each party.

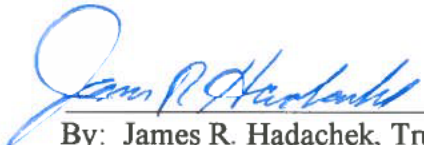
OWNER:

James R. Hadachek Living Trust dated December 29, 2010 and any amendments thereto


By: James R. Hadachek, Trustee


Marla K. Hadachek, Trustee

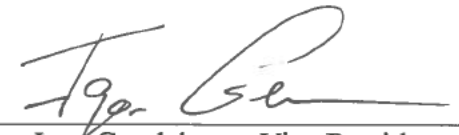
Marla K. Hadachek Living Trust dated December 29, 2010 and any amendments thereto


By: James R. Hadachek, Trustee


Marla K. Hadachek, Trustee

DATED this 6 day of April 2023.

WAVETECH HELIUM, INC.


By: Igor Gendelman, Vice President

DATED this 6 day of April 2023.

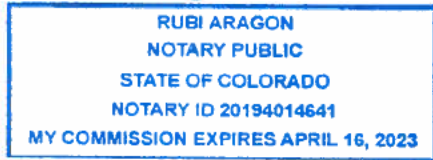
ACKNOWLEDGMENTS ON THE FOLLOWING PAGES

STATE OF Colorado)
)ss
COUNTY OF Cheyenne)

On the 16th day of April 2023, before me, the undersigned authority, personally appeared James R. Hadachek and Marla K. Hadachek, personally known to me or proved to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as Trustees of the James R. Hadachek Living Trust dated December 29, 2010 and any amendments thereto and the Marla K. Hadachek Living Trust dated December 29, 2010 and any amendments thereto, and acknowledged to me he/she/they executed the same with property authority, and as the act of such corporation for the purposes therein stated.

My commission expires: April 16, 2023

Rubi Aragon
Notary Public



STATE OF COLORADO)
)ss
COUNTY OF DENVER)

On the 16th day of April 2023, before me appeared Igor Gendelman, the signor of the above instrument, who duly acknowledged to me that he executed the same on behalf of said corporation as Vice President.

My commission expires: July 6, 2026

Rosanne E Manes
Notary Public

